

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-117
SEASONAL REQUIREMENTS FOR
WEED CONTROL SERVICES

DATE: May 17, 2006

CONTRACT PERIOD: April 1, 2006 thru Dec.31,2006

CONTRACTOR: Pro Mow, Inc.
P.O. Box 6213
Lincoln, NE 68506

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Leonard Hernoud
Telephone No.: 402/423-5600
FAX No.:
E-Mail Address: promowinc@msn.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER BID PROPOSAL AND SPECIFICATIONS 06-117

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

County Board
Dated: 04/25/06



**LANCASTER COUNTY NOXIOUS WEED CONTROL AUTHORITY
CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 28th day of April 2006, by and between: **Pro Mow, Inc., PO Box 6213, Lincoln, NE 68506** Weed Control Authority (hereinafter called "Authority"). Lancaster County, Nebraska, shall hereinafter be called the "County".

WHEREAS, Authority wishes to engage Contractor in accordance with the terms and conditions provided herein to provide certain weed control services; and

WHEREAS, Contractor desires to perform said services for the Authority upon the terms and conditions hereby provided.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- A. **AGREEMENT OF THE PARTIES:** Authority agrees to engage Contractor, and Contractor agrees to perform the services hereinafter set forth.
 - B. **SCOPE OF SERVICES:** All weed control services shall be provided to the satisfaction of the Authority, or an authorized representative thereof. Contractor shall complete work within the following time parameters:
 - A. Three (3) days of authorization to proceed issued by the Authority for weed abatement;
 - B. Five (5) days of authorization to proceed issued by the Authority for noxious weed control.Contractor shall provide at his/her own cost all tools and equipment necessary to perform the weed control services.
3. **COMPENSATION:** Compensation will be based on contracted rates for actual time on the job site or the minimum charge whichever is greater. Compensation for any chemical used will be equal to the contractor's cost of the chemical. Contractor will be compensated for the prescribed flat rate for being dispatched to a job site where services are not needed due to owner compliance.

Compensation for hauling will be based on actual time from the job site to an approved dump site as authorized by the Lancaster County Noxious Weed Control Superintendent. Landfill gate fees paid by the contractor will be reimbursed. When satisfied that the services on the aforementioned job site have been properly performed in a timely manner, the Authority shall pay the Contractor upon completion of the job and after receipt of Contractor's invoice.

Contractor's invoice shall contain the job site location; name of the property owner; manner of control utilized; man-hours of labor; hours of equipment usage; amount, type and cost of chemicals utilized; date and time of day of control; and the total of invoice. Invoice shall also include any comments related to the

performance of services and the completion of the job. Work performed at each job site shall be invoiced separately.

4. **INDEPENDENT CONTRACTOR:** It is the expressed intent of the parties that THIS AGREEMENT SHALL NOT CREATE AN EMPLOYER-EMPLOYEE RELATIONSHIP, and the CONTRACTOR, HIS EMPLOYEE AND ANY PERSON ACTING ON BEHALF OF CONTRACTOR SHALL BE DEEMED TO BE INDEPENDENT CONTRACTOR during the term of this agreement and any renewals thereof.
5. **HOLD HARMLESS:** The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, the Authority, Lancaster County and the City of Lincoln, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
6. **INSURANCE:** Contractor shall not commence work under this contract until he has obtained all insurance required by the Specifications, and such insurance has been approved by the County Attorney for the County nor shall the Contractor allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
7. **CONTRACT TERM:** The work included in this Contract shall be for the annual requirements beginning April 1, 2006 through December 31, 2006 with option for renewal two (2) additional one year periods.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
 2. The Accepted Proposal
 3. The Contract Agreements
 4. The Specifications
 5. The Standard Specifications
 - a. General Information
 - b. Specific Information
 6. The Insurance Requirements
8. **ENVIRONMENTAL/HAZARDOUS:** The contractor warrants that they understand the currently known hazards and suspected hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of Hazardous Wastes. The Contractor further warrants that it will perform all services under this contract in a safe, efficient, and lawful

manner using industry accepted practices, and in full compliance with all applicable state and federal laws and regulations.

Contractor shall at all times comply with all Federal, State, and local environmental laws and regulations as the same may apply to the Contractor's acts and responsibilities, in connection with this Agreement, and use due care with respect to such acts or responsibilities. The contractor shall maintain and provide necessary insurance with regard to environmental health hazards and related claims. The Contractor acknowledges and agrees that the indemnity obligations contained in this Agreement include, but are not limited to, the obligation to indemnify, save harmless and defend the County as set forth therein with respect to environmental matters, which may include, among other things, all fines, judgments, actions, penalties, administrative proceedings, demands, damages, mitigation, remediation and any decreases in the value of County or private property as a result of the Contractor's acts or omissions pursuant to this Agreement. Upon occurrence or discovery of any matter having adverse environmental impacts, which matter is the act or within the responsibility of the Contractor, the Contractor shall immediately notify the County Attorney, and promptly take at its sole expense all necessary actions to comply with all relevant environmental laws.

This Agreement may be terminated by Authority at any time upon written notice to Contractor.

EXECUTED BY CONTRACTOR this _____ day of _____, 2006

Contractor Name

Pro Mow, Inc.
PO Box 6213
Lincoln, NE 68506

Authorized Signature _____

EXECUTED BY LANCASTER COUNTY, NEBRASKA, this _____ day of _____, 2006

By the Board of County Commissioners of Lancaster County, Nebraska

Chairperson

APPROVED AS TO FORM this _____ day of _____, 2006

Lancaster County Attorney

Original

COMPANY NAME Pro Mow Inc.

**PROPOSAL
SPECIFICATION NO. 06-117**

BID OPENING TIME: 12:00 NOON

DATE: April 5, 2006

The undersigned bidder, having full knowledge of the requirements of County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the County the Below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE SEASONAL REQUIREMENTS FOR:

**WEED CONTROL SERVICES
LANCASTER COUNTY NOXIOUS WEED CONTROL AUTHORITY
AND
CITY OF LINCOLN WEED ABATEMENT PROGRAM**

BIDDING SCHEDULE

<u>ITEM #</u>	<u>TYPE OF WORK</u>	<u>DESCRIPTION OF WORK</u>	<u>BID PRICE</u>
1.	STD. MOWING EQUIPMENT	<u>21</u> IN. MOWING WIDTH <u>32-48</u> IN. MOWING WIDTH <u>54</u> IN. MOWING WIDTH <u>72</u> IN. MOWING WIDTH SPECIFY EQUIPMENT:: _____ _____ _____	\$ <u>35.00</u> HR. ¹ \$ <u>40.00</u> HR. ¹ \$ <u>45.00</u> HR. ¹ \$ <u>50.00</u> HR. ¹
2.	POWER TRIM (GASOLINE)	Weed Eater <u> </u> IN. CUT _____ IN. CUT SPECIFY EQUIPMENT:: _____ _____ _____	\$ <u>35.00</u> HR. ¹ \$ _____ HR. ¹
3.	CHAINSAW (GASOLINE)	<u>32</u> IN. CUT	\$ <u>40.00</u> HR. ¹
4.	SICKLE BAR MOWER	<u>24</u> IN. MOWING WIDTH SPECIFY EQUIPMENT:: _____ _____	\$ <u>35.00</u> HR. ¹
5.	BOOM MOWER	_____ FT. MOWING WIDTH	\$ <u>N/A</u> HR. ¹

COMPANY NAME: Pro Mow Inc.

ITEM #

TYPE OF WORK

DESCRIPTION OF WORK

BID PRICE

6. HAULING EQUIPMENT

____ CU. YD. CAPACITY
____ CU. YD. CAPACITY

\$ N/A HR²
\$ N/A HR²

7. HANDWORK

TO INCLUDE DIGGING, CHOPPING OR CUTTING

\$ 35.00 HR¹

8. GROUND APPLICATION

BACKPACK Chemical Extra
POWER SPRAYER " "
BOOM SPRAYER " "

\$ 40.0 HR³
\$ 60.00 HR³
\$ 70.00 HR³

9. AERIAL SPRAYING

PASTURE W/TORDON 22K 8 OZ./ACRE
PASTURE W/ALLY .3 OZ. + 2,4-D
1 LB./ACRE

\$ N/A ACRE

10.

MINIMUM CHARGE PER JOB

\$ N/A ACRE

\$ 30.00

¹ Compensation will be based on actual time and equipment usage. Rates include operator and equipment. Contractor will be compensated a flat rate of \$25.00 for being dispatched to job sites where the services are not needed due to owner compliance.

² Compensation will be based on actual time from the job site to an approved dump site as authorized by the Lancaster County Noxious Weed Control Superintendent. Contractor will be reimbursed for Landfill gate fees upon submittal of paid receipts with his/her invoices. Rate includes operator.

³ Not including cost of chemical. Compensation for chemicals will be equal to the contractor's cost of chemical.

TERM PRICE CLAUSE: Term of agreement is one from April 1, 2006 through December 31, 2006, with options to renew for two (2) additional one (1) year periods starting on April 1, 2007.

Bidder must state:

- (a) Bid prices firm for the full contract period: 2006; or
- (b) Bid prices subject to escalation/de-escalation _____
- (c) If (b), state period for which prices will be firm: through _____

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Leonard Hernoud
TITLE: President
PHONE NO.: 402-423-5600

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL. MARK
OUTSIDE OF BID ENVELOPE AS FOLLOWS: **SEALED BID FOR SPEC. 06-117**

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

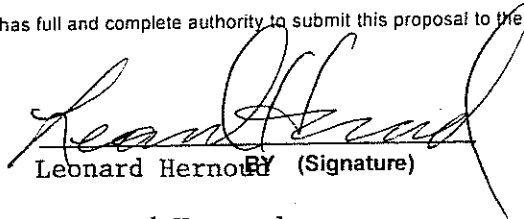
Pro Mow Inc.
COMPANY NAME

P. O. Box 6213
STREET ADDRESS or P.O. BOX

Lincoln, NE 68506
CITY, STATE ZIP CODE

402-423-5600
TELEPHONE NO. FAX NO.

PROMOWINC@MSN.COM
E-MAIL ADDRESS


Leonard Hernoud (Signature)

Leonard Hernoud
(Print Name)

President
(Title)

April 4, 2006
(Date)

N/A
ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid The Intent to Award will be listed on the website when a recommendation is received from the Department.